

RFQ Issuance Date: April 26, 2017

Questions Date: May 2, 2017
Question Time: 12:00 PM DST
Closing Date: May 10, 2017
Closing Time: 12:00 PM DST

SUBJECT: Request for Quotes (RFQ) No. SOL- OAA-17-000066 for Water Bladder with Distribution Kits

Dear Sir or Madam,

The United States Government, represented by the U.S. Agency for International Development (USAID), is seeking qualified, responsible vendors interested in providing supplies as described in the statement of work that would result in the establishment of one or more Blanket Purchase Agreements (BPAs).

This RFQ is issued, and award will be made in accordance with Federal Acquisition Regulation (FAR) Part 13 (Simplified Acquisition Procedures) and, Part 12 (Acquisition of Commercial Items). The North American Industry Classification System (NAICS) code for this acquisition is **326160**. The Authorized Geographical code for this procurement is **937**.

USAID is not required to conduct discussions or dialogue, or request revisions with any or all offerors. However, USAID may elect to discuss or obtain additional information and/or request revisions from only one offeror or any number of offerors. USAID anticipates the target of up to (3) three BPAs for a (5) five year BPA under this solicitation. This agency reserves the right to make more than 3 awards or not to make an award.

USAID intends to evaluate quotes using the lowest price technically acceptable source selection process and therefore, award will be made on the basis of the lowest evaluated price of quotes meeting or exceeding the acceptability standards for non-cost factors based on requirements of FAR 12.602 and FAR 15.101-2.

USAID will determine technical acceptability by ensuring that the firm is able to comply with the terms of this BPA. Responsibility will be based on requirements of FAR 9.1.

Any questions regarding this RFQ must be submitted in writing only by the date and time shown above. Questions will not be accepted after this time. Quotes must be sent via email to **Isidore**

Emmanuel at <u>iemmanuel@usaid.gov</u> and **Artaveya Carter at <u>acarter@usaid.gov</u>** by the closing date and time shown above.

Issuance of this RFQ does not constitute an award commitment on the part of the U.S Government, nor does it commits the U.S. Government to pay for the costs incurred in the preparation and submission of quotes. The Government also reserves the right not to make an award.

Sincerely,
/s/
Artaveya Carter
Contracting Officer
USAID Office of Acquisition & Assistance

SECTION 1: SUPPLIES OR SERVICE/PRICES

1.1 Brief Description of Services

The United States Agency for International Development, Office of Foreign Disaster Assistance (OFDA) is seeking to establish a Blanket Purchase Agreement (BPA) with one or more firms that will allow USAID to contract simply and quickly with these firms for immediate delivery of Water Bladder with Distribution Kits.

1.2 Type of BPAs

BPAs will be firm-fixed price.

1.3 Commercial Services

The services specified in this contract/order have been determined to be commercial.

SECTION 2: STATEMENT OF WORK

BPA for Kitchen Sets

2.1 - Background:

The United States' emergency response to current deteriorating humanitarian conditions due to natural disasters and complex emergencies around the world requires the U.S. Agency for Development's Office of U.S. Foreign Disaster Assistance (USAID/OFDA) to immediately procure commodities. The commodities shall increase warehouse inventory levels in order to support ongoing responses and strengthen lifesaving rapid responses capabilities to unpredictable future disasters. The capacity of the United States' Government to quickly respond to international emergencies is dependent on having access to the requested commodities in a timely manner. To accomplish this, USAID/OFDA maintains global stockpiles of essential humanitarian assistance commodities and supporting items. These commodities are drawn down to fulfill emergency requests and need to be replenished in preparation for the next emergency response.

2.2 - Objective

The objective is to establish a Blanket Purchase Agreement (BPA) with one or more firms that will allow USAID to contract for immediate delivery of Water Bladders/Treatment units, their components, consumables, and storage. If a BPA is awarded, the price will be fixed for the duration of the period of performance.

3.0 - Scope

a. Water Bladder

1. Technical Requirements

Item	Specifications
General:	All materials used with the bladder kit must be rated for use in drinking water applications.
Capacity:	10,000 Liters
Dimensions:	12 FT wide x 20 FT long x 1.5 FT high; similar dimensions which provide the same overall storage volume of 10,000 L may also be considered.
Ports:	 - 1ea 100 mm (4 inch) diameter top British Standard Pipe-thread (BSP) thread high-density polyethylene (HDPE) port with HDPE screw cap. Top threaded port should be located centrally on the top of the bladder three feet (3ft) from the edge of the short side of the bladder. - 2ea 50 mm (2 inch) diameter, male British Standard Pipe-thread (BSP) threads bolted flanged ports, made of stainless steel or high-density polyethylene. Each port should come with a screw cap with captive cord. One port at each end of the water tank, centrally located on the seam of the short side of the bladder. These ports are intended for gravity discharge and for connecting bladders in series; therefore, the ports must remain horizontal once the tank is filled with water.
Connection Accessories:	 - 2ea 50 mm (2 inch) diameter, female BSP thread quarter-turn ball valves. For connection to water tank inlet/outlet. - 2ea 50 mm (2 inch) diameter, male BSP thread Guillemin fitting to fit into the outlet side of the ball valve. - 1 set of sealing compounds - 4 rolls Teflon tape (12 mm x 12 m) - 2ea spanners for Guillemin
Material Requirements: Substrate:	 Mildew and rot resistant Ultraviolet resistant Opaque or nontransparent to inhibit algal growth Abrasion resistant outer coating High tear resistance All seams to be either heat or high frequency welded. Type: Bi-composite polyester or equivalent Weight: 251 g/m2
Coated Fabric:	Total Weight: 932 g/m2 according to DIN 53352 or Equiv. ASTM standard - Coating type: PVC, both sides - Outer coating: Abrasion and UV resistant, white, 481 g/m2 - Inner coating: UV resistant, black according to NSF/ANSI Standard 61 Compliant, 200 g/m2 - Tear strength: (grab)* 5075 (w) x 5075 (f) N/5 cm according to ASTM standard or DIN 53363 - Tensile strength: (trapezoid) 700 (w) x 630 (f) N/5 cm according to ASTM standard or DIN 53363 - Adhesion: > 100 N/5 cm - Cold crack: -35°C

Compatibility:	This fabric shall be compatible with chlorinated drinking water and shall withstand chlorine concentrations of 2.5 mg/L in water at 35°C, and chlorine concentrations of 5 mg/L during cleaning. NSF/ANSI Standard 61 compliant
Reinforcements:	Water tank corners must be filled with plastic flanges. Water tank inlet/outlet and cleaning port must be reinforced with a double layer of fabric. All bladders should be fitted with reinforced corner moldings
Ground Cover:	Plastic sheet, thickness: 0.5 mm, must protrude beyond the 4 sides of the water tanks by 40 cm when tank is empty
Maintenance:	Two repair sets must be included. Each repair set must include: - One tube of glue (non-hazardous for air freight), one set of patches, one piece of sandpaper, and instructions for small repairs. Instructions for cleaning procedures: - Procedures are to include a warning that pre-cleaning of the tank is necessary.
Connection Kit:	 1 – 6m length nylon reinforced flexible pipe, 50 mm diam. Each end fitted with 2ea 50mm barbed Guillemin couplings and collars, attached with stainless steel hose clamp. 2ea spanners for Guillemin couplings
Water Supply Hose and Connection Tee:	 1 – 30m "lay-flat" vinyl hose, 2", each end fitted with 2ea 50 mm barbed Guillemin coupling/collar, attached with adjustable/reusable stainless steel hose clamp 1 – 2" x 2" x 2" tee steel HDG threaded female/female/female. 3 – Threaded 2" male Guillemin couplings and collars. 1 – 2" plug cap, square end, threaded male. Complete with hold chain
Installation Tool Kit:	- 2 − Pick axes - 2 − Shovels - 2 − Roll blocking (duct) tape, 500m length - 1 − Roll yellow danger tape - 1 − Roll 5 mm diam nylon rope, 50 m length - 1 − Spirit level, 600mm - 2 − Pipe wrench (sized to work with ¾" pipe up to 2" pipe) - 2 − Allen key of correct size for Kee Klamp - 2 − Allen key of correct size for hose clamps or other applications as needed - 6 − Hose clamps (Stainless Steel) 2" diam. (spares) - 1 − Nut screw driver - 2 − Fixed spanner - 2 − Spanners for Guillemin fittings
Testing Equipment / Consumables:	Each bladder kit must also include two (2) Palintest "Pool Tester" Colorimeters (or similar) and (1) box of containing 250 DpD #1 tablets. The expiration date of the tablets must be written on the box. All these items must be packaged within the crate containing the Water Bladder. Each Pool Tester Kit must include the following: - 1 instruction manual - 1 case - 1 Pool Tester - 30 DpD # 1 tablets - 30 Phenol Red Tablets

Guidance Notes:	All Guillemin fittings should be utilized for connecting hoses. This is required to establish consistency with other products in the OFDA warehouse and with those products used internationally by other agencies and implementing partners.
	All Guillemin fittings should come with gaskets and collars required for making easy quick connections. An adequate number of spanners for Guillemin fittings must be included. A minimum of 2 spanners is required.

2. Packaging/ Dimensions:

Item	Specifications
General:	All packing is to be suitably robust to ensure that items withstand 6m-high stacking and a minimum of 10 logistical moves
Pillow tanks:	Pillow tanks are to be folded and packaged in a sturdy polyethylene bag
Crating:	The complete water distribution system (Bladder AND Distribution Kit) is to be export-packed in a plywood construction crate and integral pallet. Packaging is to use best utilization of space within the crate in order to maintain integrity of its contents while maintaining a crate size that will easily ship on land and air freight. The crate is to be composed of 8 mm thick plywood. Further, at the base of the crate are two 10 cm x 10 cm (4" x 4") runners with a length of 81 cm making them flush with both ends of the crate. The vendor is requested to provide the recommended packaging dimensions for this unit. USAID/OFDA may request different packaging dimensions to optimize the transportation at the time of BPA call. All timber used for the crate must conform to ISPM 15 standards for import/export compliance.

3. Marking

Item	Specifications
Printing – General:	All printing must be indelible or of a non-smudge nature.
Branding – Pillow tanks:	The full color USAID Horizontal Logo must be printed on the top of each pillow tank. Please see the following web-link for USAID Branding instructions: https://www.usaid.gov/branding
Branding – Crates:	The USAID Logo must be applied to the crate on a sticker. An electronic copy of USAID logo design will be provided if required. Please see the following web-link for USAID Branding instructions: http://www.usaid.gov/branding/
Marking – Crate:	Each crate must have 4 white labels with black text, Times New Roman Font, 36 Font Size. There will be 4 labels per crate. Labels must be 1.5" X 8.5". The labels shall be placed in the top-right corner of each side of the crate. Here is an example of a label text that is to be displayed over two lines: Water Bladder Kits (WB03) 10 000 L 1 Kit per Crate
	10,000 L, 1 Kit per Crate DPD/Phenol Red Expiration Date: (The actual wording will be confirmed at time of award)

b. Water Distribution Kits

1. Technical Requirements

Item	Specifications
General:	 All materials used with the bladder and distribution kit must be rated for use in drinking water applications. Water distribution kits must be compatible and include fittings which enable connection to a.)water bladders and c.)emergency water treatment units. The water distribution kit is to contain 2ea. Tap Stand Kits. Each Tap Stand Kit is to contain the items listed below.
Support Legs:	 - 2 - 'A' frame legs to be connected to stand pipe manifold. Legs to be fabricated from 1 1/4" diameter galvanized pipe and foot-spacer to be fabricated from 10mm rebar (or similar) of the following specifications. - 4 - 1.00m length, 1 ¼" diameter galvanized steel pipe - 2 - 1.00m length, 10mm rebar (or similar for leg stabilization) - 5 - Kee Klamp slip on pipe fittings, 1 ½" diameter pipe (recommended means of attaching legs to manifold; however, manufacturer has flexibility to determine best means of connecting legs to manifold to maximize stability). Kee Klamp fittings would require Allen wrenches to be supplied to tighten fitting to legs (includes one spare). Note: These dimensions are estimated to construct two 'A' frame legs in the shape of a 60-60-60 triangle; resulting in an overall, fully assembled, tap stand height of approximately 3 ft.
Distribution Manifold:	- 4 - HDG Galvanized 1 ¼" Pipe, 600 mm long, threaded both ends, male/male 2 - HDG Galvanized Cross, 1 ¼" thread, female/female/female/female - 1 - HDG Galvanized Tee, 1 ¼" thread, female/female/female - 4 - Coupling Bushing, 1 ¼" x ¾", thread, male/female - 2 - Coupling Reducer, 1 ¼" x ¾", thread, female/female - 4 - Coupling Nipple, ¾", 10" long, male/male - 2 - Coupling Nipple, ¾", 4" long, male/male Note: Riser pipe is to connect in the center, on the underside, of the manifold at a 1 ¼ x 1 ¼ x 1 ¼ (female/female/female) galvanized tee.
Taps/Faucets:	- $8 - \frac{3}{4}$ " "Chicago" type brass faucets, self-closing taps, threaded female; or - $8 - \frac{3}{4}$ " brass ball valve, quarter turn faucets, threaded female (2 are spare)
Riser Pipe:	 - (One for each tap stand): Note, when tap stand is fully assembled, the bottom of the riser (the bottom of the 90 degree bend) should not extend below the ground level (i.e. not below the bottom of the support legs). - 1 – HDG Galvanized Pipe, 2", HD 300mm long ISO 65-1981 threaded male/male. - 1 – HDG Galvanized Coupling Reducer, 2" x 1 ¼", thread, female/female - 1 – HDG Galvanized Pipe, 1 ¼", HD 300mm long ISO 65-1981 thread male/male. - 1 – HDG Galvanized Bend (Elbow), 2", thread female/female. - 1 – HDG Galvanized Nipple, 2", HD ISO 65-1981 thread male/male - 1 – Male Thread, 2" Guillemin coupling and collar

Connection Kit:	 1 – 6m length nylon reinforced flexible pipe, 50 mm diam. Each end fitted with 2ea 50mm barbed Guillemin couplings and collars, attached with stainless steel hose clamp. 2ea spanners for Guillemin couplings
Repair Accessories:	 4 – Rolls Teflon tape 12mm x 12m1 – Can of plumbing sealant for use with HDG in drinking water applications (400 – 500 gms) 1 – Can of plumbing sealant for use with HDG in drinking water applications (400 – 500 gms)
Guidance Notes:	All Guillemin fittings should be utilized for connecting hoses. This is required to establish consistency with other products in the OFDA warehouse and with those products used internationally by other agencies and implementing partners. All Guillemin fittings should come with gaskets and collars to ensure required connectivity. An adequate number of spanners for Guillemin fittings must be included. A minimum of 2 spanners is required. Affixing the leg support to the tap stand manifold must be done to maximize stability. Manufacturer may make design decisions, however, the legs must be off-set from the faucets to ensure that legs do not interfere with utilization of faucets.

2. Packaging/ Dimensions:

Item	Specifications
General:	All packing is to be suitably robust to ensure that items withstand 6m-high stacking and a minimum of 10 logistical moves
Crating:	Export-packed in a plywood construction crate and integral pallet. Packaging is to use best utilization of space within the crate in order to maintain integrity of its contents while maintaining a crate size that will easily ship on land and air freight. The crate is to be composed of 8 mm thick plywood. Further, at the base of the crate are two 10 cm x 10 cm (4" x 4") runners with a length of 81 cm making them flush with both ends of the crate. The vendor is requested to provide the recommended packaging dimensions for this unit. USAID/OFDA may request different packaging dimensions to optimize the transportation at the time of BPA call. All timber used for the crate must conform to ISPM 15 standards for import/export compliance.

3. Marking

Item	Specifications
Printing – General:	All printing must be indelible or of a non-smudge nature.
Branding – Crates:	The USAID Logo must be applied to the crate on a sticker. An electronic copy of USAID logo design will be provided if required. Please see the following web-link for USAID
	Branding instructions: http://www.usaid.gov/branding/

Marking – Crate:	Each crate must have 4 white labels with black text, Times New Roman Font, 36 Font Size. There will be 4 labels per crate. Labels must be 1.5" X 8.5". The labels shall be placed in the top-right corner of each side of the crate. Here is an example of a label text that is to be displayed over two lines:
	Water Distribution Kits (WB03) 1 Kit per Crate (The actual wording will be confirmed at time of award)

c. Water Treatment Units

1. Technical Requirements

Item	Specifications
General	The Emergency Water Treatment Unit must contain all the equipment to set up a small scale, short term water treatment installation in an initial emergency response. The Emergency Water Treatment Unit must include a lightweight pump, suction side dosing kit and a 30m³ onion tank for flocculation and sedimentation then filling two 10m³ bladders for chlorination and storage. The EWTU should have appropriate fittings to enable connection to additional components a. water bladders and b. tapstands of this BPA. Based on approximately 6 hours for sedimentation and 2 hours for filling and emptying, the unit will be capable of supplying up to 60m³ of purified water per day which would provide water for approximately 4,000 people.
Component List	1 x Tank kit, Onion, 30m3 Shipping Crate (see specs below) 2 x Tank kit, Bladder, 10m3 Shipping Crate 1 x Chemical Dosing kit, Suction Side 1 x Pump kit, 2" - Lightweight Petrol Engine 2 x Hose, Flexible reinforced, 3", 30m 1x Kit(s) Fittings kit, Batch Treatment 25 x 5kg Tub Chlorine, Granules 5kg 40 x 25kg polybag Aluminum Sulphate (1000kg) 1 x Measuring & Testing Equipment 1 x Tool kit, Site Carton on pallet

Tank kit, Onion, 30m3	A 30m3 self-supporting onion tank measuring 5.5m base diameter. Manufactured from UV resistant, food grade PVC coated polyester fabric (minimum 1100 g/m2). All materials used should be suitable for chlorinated drinking water. All seams to be either heat or high frequency welded. The onion tank is to be pre-fitted with the following: • 2x 3" BSP(M) external stubs (fitted opposite each other) manufactured from LM25 (or equivalent) aluminum. Anti-chafe patches and flaps (PVC). • 2x 3" BSP(F) internal stubs (fitted back to back with external stubs) manufactured from LM25 (or equivalent) aluminum • 2 extra welded patches for additional stubs The Onion tank, fittings and accessories must be crated. Crate to include: 1 x Each, 30m³ Self-supporting onion tank 2 x Each, Valve, Gate, 3" 1 x Each, Cover, PVC with fixings 1 x Each, Groundsheet 1 x Each, Holdall bag 2 x Each, Bush, Reducing, 3"BSP(M) x 2" BSP(F) Reducing bush, Gl 2 x Each, Bush, Reducing, 3"BSP(M) x 1" BSP(F) Reducing bush, Gl 2 x Each, Nipple, Hex, 2" BSP(M), Gl 2 x Each, Adapter, Compression, 32mm 2 x Each, Tee, Compression, 32mm 2 x Roll(s), Tape, PTFE 1 x Each, Repair kit — glue must be non-hazardous for air freight
Tank kit, Bladder, 10m3	Refer to bladder specifications in section a. Fittings must be included which enable connection of bladders to onion tanks, additional bladders, and tapstands. Each Bladder Tank Kit is to be crated. Each crate is to include: 1 x Each, 10m³ Bladder tank 1 x Each, Valve, Gate, 2" 1 x Each, Bush, Reducing, 2" BSP(M) to 1" BSP(F), GI 1 x Each, Adapter, Compression, 32mm 1 x Each, Tee, Compression, 32mm 2 x Each, Nipple, 2" BSP(M), GI 2 x Roll(s), Tape, PTFE 1 x Each, Groundsheet 1 x Each, Repair kit –glue supplied must be non-hazardous for air freight 1 x Each, Holdall bag

Chemical Dosing kit, Suction Side	The Chemical Dosing Kit, Suction Side will enable a flocculent (e.g. Aluminum Sulphate solution) to be added to raw/surface water, on the suction side of a pump. This is to be used where a water treatment facility is being set up in the field. The Chemical Dosing Kit, Suction Side is to be crated. The crate is to include the following items: 1 x Each Water tank, 210 litre MDPE, with lid fitted, with internal filter, outlet located in bottom of tank and on/off PVC ½" valve with threaded sockets (F) 4 x Meter(s) Pipe, Flexible, 12mm dia., with 4 jubilee clips 1 x Each, Coupling, Hose, ½" BSP(M) to 12mm, PVC 1 x Each, Valve, Ball, Metering, ½" BSP(F), PVC 1 x Each, Coupling, Reducer, 1" to ½" BSP(M), GI 1 x Each, Elbow, 90°, 1" BSP(F), GI 1 x Each, Nipple, Hex, 1" BSP(M), GI 1 x Each, Tee, Reduced branch, 4" BSP(F) to 1" BSP(F), GI 3 x Each, Nipple, Hex, 4" BSP(M), GI 1 x Each, Valve, Gate, 4" BSP(F), Brass 2 x Each, Coupling, Hose, 4" BSP(F), Brass 2 x Each, Clip, Hose, 4" BOIted 2 x Each, Coupling, Hose, 3" BOIted 2 x Each, Coupling, Hose, 3" BOIted 2 x Each, Clip, Hose, 3" Bolted 2 x Each, Clip, Hose, 2" BSP(F), Brass 2 x Each, Clip, Hose, 2" BOIted 1 x ROII(s), Tape, Adhesive, Gaffer 4 x ROII(s), Tape, PTFE
4 x Roll(s), Tape, PTFE 1 x Sack(s), Aluminum Sulphate, 25kg A Lightweight, water pump set with petrol engine is to be provided. The pump set to be easily carried by two people. The pump set should be according to the following specifications: • Pump: 2" Self-priming centrifugal pump of thermoplastic construction, fitted word long life carbide/carbon mechanical seal and BSP(M) steel outlet and inlet socket Max head 36m Max suction head 7m Max flow 600 lpm Max solids 8mm • Engine: Single cylinder, OHV, petrol engine, complete with low oil protection. The pump must be mounted inside a tubular steel roll over frame with anti-vibrate mounts. The Pump Set must be crated. The crate must include: 1 x Each, KESTREL 102 – 2" pump/Briggs & Stratton 13H132 'Vanguard' petrol engine or equivalent 6 x Meter(s), Hose, Flexible reinforced, 2", PVC 1 x Each, Hose coupling, 2" BSP(F), Polypropylene, with a 90° bend 1 x Each, Hose coupling, 2" BSP(F), Polypropylene 1 x Each, Footvalve/strainer, 2", Thermoplastic 3 x Each, Hose clips, 2"	

	1 x Each, Tool kit, comprising: spark plug spanner, screwdriver and oil drain plug spanner 5 x Bottle(s), Engine oil, 0.6 liter (each container allowing 1 complete refill) 1 x Each, Petrol can, 5 liter, plastic 1 x Set(s), Spare parts - for 500 hours operation, comprising: 1 spark plug, 1 air filter element, 1 air filter cartridge, 1 right angle female coupling, 1 straight female coupling, 2 × 2" BSPT/NPT barrel nipples, 3 × 2" hose clips A 30m coil of 3" flexible reinforced hose, for use in pumping and connecting of water		
Hose, Flexible reinforced, 3", 30m	tanks is to be provided with the following specifications. • 75mm ID, 86mm OD • max working pressure 4bar, burst 8bar The hose must be coiled and shrink wrapped.		
Fittings kit, Batch Treatment	The below listed selection of fittings must be provided in order to link tanks and pumps when setting up the batch water treatment installation. The fittings must be crated. The crate must include: 10 x Each, Coupling, Hose, 3" BSP(M), MI 5 x Each, Coupling, Hose, 3" BSP(F), MI 15 x Each, Clip, hose, 3", Bolted 3 x Each, Tee, Equal, 3" BSP(F), GI 7 x Each, Elbow, 90°, 3" BSP(F), GI 7 x Each, Nipple, Hex, 3" BSP(M), GI 2 x Each, Valve, Gate, 3", Brass		
Chlorine, Granules 5kg	 US and International NSF/ANSI Standard 60 Joint FAO/WHO Expert Committee on Food Additives - JECFA Specification Shelf life to be listed as 4 years with minimum 3 years remaining at time of delivery. Expiration date to be indicated at a minimum on outer packaging of each tub. NOTE: To be classified as non-hazardous for air freight the maximum size of a single container is 5kg. 		
Aluminum Sulphate (1000kg)	1/% ground aluminum sulphate, iron free.		
Measuring & Testing Equipment	The forty (40) polybags must be palletized and shrink wrapped. The below kit of tools and items used for testing and monitoring water quality during the treatment process must be provided. The items should be packed in a plywood crate. 3 x Kit(s), Pool tester - for Chlorine/pH Testing 6 x Box(es), 50 count, Tablets, Rapid Test - DPD1		

	3 x Box(es), 50 count, Tablets, Rapid Test, DPD3 3 x Box(es), 50 count, Tablets, Rapid Test, Phenol Red 1 x Kit(s), Test kit, for Aluminum, range 0−0.5mg/l, with reagents for 30 tests 1 x Kit(s), Test kit, for total Iron (II + III), range 0−10mg/l, with reagents for 30 tests 1 x Each, Acidity tester, pH range 0−14, with tablets for calibration 1 x Each, Handheld Test meter, Conductivity/TDS with temperature calibration 1 x Each, Thermometer, range −10 to +50°C (spirit filled, non-hazardous) 1 x Each, Turbidity Tube 1 x Each, Funnel, Plastic, 6.5cm Ø 1 x Each, Cylinder, Measuring, 50ml, Plastic 6 x Each, Beaker, Plastic, 1000ml, with 100ml graduations 10 x Bottle(s), Bottle, Sample, Plastic, 100ml, with 10ml graduations 3 x Each, Syringe, 10ml, Plastic, with 1ml graduations 4 Each, Bucket, with lid, 12 liter, with 1 liter graduations 2 Each, Rod, Stirring, 0.3mg Long, Plastic 2 Each, Fork, Dining, Stainless steel 1 Each, Stopwatch, with batteries
Tool Kit, Site	A comprehensive kit of tools, selected for assembly, installation, and maintenance of Water Treatment must be provided. The toolkit must be durable (lasting for at least 3 years) and must include the following items, packed in plywood crate. 1 x Each, Toolbox, 910×430×530mm, heavy duty all-steel, with full length hinge and lifting handles 1 x Each, Toolbox, 400mm, plastic 2 x Each, Padlocks, 40mm, laminated steel, double locking, with two keys 4 x Each, Speed brace, %" square drive 4 x Each, Socket, 17mm, %" square drive 2 x Each, Combination spanner, 24mm 2 x Each, Combination spanner, 17mm 1 x Set(s), Combination spanners, metric set of 14 pieces, 8, 9, 10, 11, 12, 13, 14, 17, 19, 22, 24, 27, 30, 32mm 1 x Each, Adjustable spanner, 200mm 1 x Each, Pipe wrench, adjustable, 300mm with 45mm jaw 1 x Each, Pipe wrench, adjustable, 450mm with 65mm jaw 2 x Each, Pipe wrench, adjustable, 900mm with 100mm jaw 4 x Each, Strap wrench, 200mm capacity, with stitched and riveted strap 2 x Each, Screwdriver, plain slot, tip 10mm, blade length 250mm 2 x Each, Screwdriver, plain slot, tip 8mm, blade length 250mm 1 x Each, Screwdriver, plain slot, tip 6.5mm, blade length 150mm 1 x Set(s), Files (x4), second-cut, 200mm, soft handles, consisting of flat, half-round, round and three-square profiles 1 x Each, Multirasp plane, blade length 255mm, with spare blades (x2) 1 x Set(s), Allen keys, metric, 9 piece 1 x Each, Multirasp plane, blade length 255mm, with spare blades (x2) 1 x Set(s), Allen keys, metric, 9 piece 1 x Each, Feeler gauge, 18-blade, metric and imperial, 75mm long blades 1 x Each, Hacksaw frame supplied with 300mm HSS blade 10 x Each, Hacksaw frame supplied with 300mm HSS blade 10 x Each, Junior hacksaw, with pack of 10 blades

2 x Each, Trimming knife, retractable blade, with five blades
2 x Each, Measuring tape, 5m/16ft (graduations of cm/mm and 1/16"), steel, with
blade lock power return and belt clip
1 x Each, Spirit level, box section, 600mm, aluminum, with three vials
2 x Each, Line level
2 x Pair(s), Line pins, steel, 150mm
Brick line, 18 meters
1 x Each, Shears, side-bent, 175mm
6 x Pair(s), Rigger gloves, leather
2 x Each, Marker pen, black, permanent
3 x Each, Hammer, claw
2 x Each, Handsaw, 550mm, 7 tpi, hardened and tempered high carbon steel blade
and cushioned handle
1 x KG(s), Nails, round, zinc plated, size 2.65 × 50mm
1 x KG(s), Nails, round, zinc plated, size 4.50 × 100mm
4 x Each, Plumbers hemp, 125GM
20 x Roll(s), PTFE tape, 12mm wide, 12m
1 x Each, Pipe jointing compound, 400g tin
2 x Each, Lug spanner, double ended, 2" & 3" - for hose couplings
1 x Each, Pliers, combination, 200mm
1 x Each, Diagonal side cutters, 165mm
1 x Each, Pliers, groove joint water pump, 250mm with 38mm capacity jaw
2 x Each, Wire brush, 4-row
1 x Each, Adjustable spanner, 250mm
2 x Each, Punch, long taper, 8"
1 x Set(s), Screwdriver set, 7-piece VDE approved insulated - suitable for working on
live circuits
1 x Each, Spanner, 'C' type - for compression couplings 63mm
1 x Each, Spanner, 'C' type - for compression couplings 90mm
1 x Each, Pipe cutter, ratchet blade - for PE pipe up to 63mm

2. Packing/Dimensions and Marking

General:	Individual components of the Emergency Water Treatment Unit are to be packed in export plywood crates or palletized. All wood must be EU compliant and fumigated as per ISPM 15.	
Crates:	Shipping crates must be of plywood with 10cm x 10cm (4" x 4") runners underneath.	
Goods that are not packed in export crates must be loaded on a standard four 48" x 40" (1.22 m x 1.02 m) EU compliant and full oak heat-treated wooden put fumigated as per ISPM 15 standards. Pallets should be shrink-wrapped and standards to secure the cartons to the pallets without damaging or warping the items. The palletized goods must not exceed the length and width of the pallet. The pallet dimension must not exceed L 122cm x W 102cm x H 122cm (L 48" x W 40" x I		
Strength:	Goods must be packed in such a way so as to withstand 6m high stacking or more and 10 handlings.	

3. Marking:

Branding of crates:	All printing must be indelible or of a non-smudge nature. Print on each long side of a shipping crate the USAID Logo in conformity with USAID Branding Specifications: Horizontal Black logo. Please see the following web-link for USAID Branding instructions: https://www.usaid.gov/branding	
Marking:	Each packed crate or pallet is to have the Name, Item description, Order Number, Package Number, Weight in KG and Dimensions in CM printed in black on each side of the package similar to the example below. If any contents of a crate or carton expire, e.g. Chlorine granules, the earliest date of expiration must be clearly shown on the exterior label of the crate, pallet or carton. The actual wording will be confirmed at time of award: Name: Emergency Water Treatment Unit Item: Chemical Dosing Kit, Suction Side BPA Call Order Number: Package: 4 of 11 Weight (KG): Dimensions (CM): This information can be included on a securely affixed white laminated label or, in the case of shipping crates, stenciled onto the crate. The text will be Black in color and written in Times New Roman Font, size 36. There will be four (4) labels per pallet, placed squarely in the top right hand corner of each side of the crate or pallet as per the example below.	

d. NaDCC

1. Technical Requirements

Item	Specifications	
General	NaDCC (Troclosene Sodium) for treatment Household Water Supply	
Size/Treatment	3mg NaDCC (10,000 tablets per box) 7mg NaDCC (16,000 tablets per box) .68g NaDCC (6 tubs per box)	
Materials	harmaceutical grade and Food grade materials. Must not contain any industrial rade material.	
Features (Log Reduction) within 30 Minutes:	Minimum reduction within 30 minutes in non-turbid water: • Bacteria: 6 log reduction • Viruses: 4 log reduction • Cysts (Giardia): 3 log reduction	
Shelf Life	Shelf life to be listed as 5 years with minimum 4 years remaining at time of delivery. Expiration date to be indicated at a minimum on outer packaging, however preferred on each multi-tablet or blister package.	
Literature	Includes instructions for use in English language The contractor to confirm if instructions for use in other major world languages (Arabic, French, Spanish, Swahili) are available and can be included.	

Quality/Safety Standards: Must be approved and meet the standards of: American National Standards Institute (ANSI) Standard 60 as certified by the National Sanitation Foundation (NSF). US Environmental Protection Agency (EPA) for routine treatment of drinking water European Standards for drinking water (EN12931: 2000) World Health Organization (WHO)/ The Food and Agricultural Organization (FAO) specifications for drinking water.

2. Packaging/Dimensions:

General:	To be packed as dimensions below: - 33mg NaDCC (10,000 tablets/box), 96 boxes/pallet, weight 168kgs - 67mg NaDCC (16,000 tablets/box), 28 boxes/pallet, weight 185kgs - 8.68g NaDCC (6 tubs/box), 96 boxes/pallet, weight 687kgs	
Туре:	As needed to meet pallet dimensions	
Material:	Double-corrugated, 5 plies, export quality cardboard	
Strength:	To withstand 3m high stacking, and 10 handlings.	
Seal:	Tape on every joint of the carton	
Palletization:	The sealed cartons will preferably be standard four-way 48" x 40" (122cm x 102cm) EU compliant and full oak heat-treated wooden pallet fumigated as per ISPM 15 standards. Pallets must be shrink-wrapped and strapped to secure the cartons to the pallets without damaging or warping the cartons. The palletized goods must not exceed the length and width of the pallet. The pallet dimension must be L 122cm x W 102cm (L 48" x W 40"). An example of a 4-way pallet is shown below: The palletized cartons require reinforced angle protecting cardboard corners. Further, the cartons need to wrapped in plastic stretch-wrap and secured with cross-banding – 4 bands in in both directions. Additionally, the pallets must have bottom reinforcement for the stringers.	

3. OPTIONAL: Storage:

General:	The Contractor is not required but is encouraged to offer storage and rotation of expirable items: - Storage: The contractor will hold the agreed upon quantity of NaDCC at their stock at all times and will make it available for OFDA to purchase immediately upon request. - Stock rotation: Once the NaDCC stored by USAID/OFDA approach the 2 year shelf line, the contractor guarantees to replace them with new stock while USAID/OFDA will return the unused stock to the Contractor.
	will return the unused stock to the Contractor.

e. HTH - Optional Item

1. Technical Requirements and Packaging

Item	Specifications		
General	Granular form Calcium Hypochlorite (HTH)		
Size/Treatment	typically, 65-70%		
Materials	- Over 90% retained on 150 micron standard sieve - Over 85% passing through 1.44 mm standard sieve		
Packaging	 - 25 kg re-sealable plastic containers, preferably screw-cap - The chlorine content shall be labelled on the product's packaging and expressed in percent of available chlorine. - All Chlorine will be packed and packaged for air transport, and be properly labeled with MSDS declaration. Contractor will provide supporting MSDS documentation. - Shelf life to be listed as at least 4 years for chlorine concentration at a minimum of 65%, with at least 3.5 years remaining at time of delivery. Best by date to be clearly marked on the product label and shipping container. 		

2. OPTIONAL: Storage:

	"-
General:	 The Contractor is not required but is encouraged to offer storage and rotation of expirable items: Storage: The contractor will hold the agreed upon quantity of HTH at their stock at all times and will make it available for OFDA to purchase immediately upon request. Stock rotation: Once the HTH stored by USAID/OFDA approach the 1 year shelf line, the contractor guarantees to replace them with new stock while USAID/OFDA will return the unused stock to the Contractor.

4.0 - Schedule, Data Items, and Other Deliverables:

Deliverable	Description	Milestone
Production Lead Times:	Production of the commodity should begin within five (5) business days of receiving a purchase order.	Contractor to begin production of commodity within five (5) business days of receiving a Purchase Order or on the date pre-agreed with USAID Contracting Officer
Documenta tion:	The contractor shall provide OFDA Logistics with all documentation and certificates including the documentation necessary to carry out any customs clearance and national and international transport formalities	Documentation, including but not limited to Certificate of Origin, Packing List and Invoice sent to OFDA Logistics minimum 7 days in advance order or batch readiness
Status Update:	The contractor will be required to provide OFDA Logistics with regular updates until an order is completed	An email update clearly stating forecast order readiness, or batch quantity readiness if the order is to be split into batches, is emailed to OFDA Logistics every seven (7) calendar days from contractor's acceptance of Purchase Order to final completion
Inspection:	The commodity may be subject to independent third party inspection that	Contractor shall allow access to OFDA and/or their designated Third Party Inspection

	must be passed for the items to be	representative(s) during any stage of a Purchase
	acceptable to OFDA.	Order.
		Contractor to acknowledge any Inspection Report
		findings within one (1) working day of receipt and,
		if necessary, outline any plans to rectify
		discrepancies.
		USAID/OFDA reserves the right to inspect items
		and only move forward with their transportation
		upon passing of inspection. Further, the number of
		inspections per order may vary and may include
		several production lots grouped together.
	The Contractor is responsible for any and	The Contractor shall have sufficient storage
	all storage in the execution of this call	capacity to store the commodity until the BPA Call
	order.	is complete and OFDA has organized the pickup.
	Optional (if available, please specify in	Optional:
_	the offer):	- Minimum least xx (quantity, item) available
Storage	- Contractor shall have minimum least	for pick up any time and minimum xx
	xx (quantity, item) unbranded and	(quantity, item) are available for pick up
	available at any time during this	within 5 business days
	contract.	- Contractor has sufficient storage to store xx
	- Contractor shall provide long-term	(quantity, item) during the period of contract.
	storage of at least xx (quantity, item).	
	No shipping costs are to be included in this	A separate contract will be awarded for
	call order.	transportation of the wrapped pallets. The pallets
	Optional: The offeror should indicate if	will be picked up from the Contractor's facility.
	they can provide the transportation.	Optional: Transport requirement could be
Shipment	The contractor shall be responsible for any	included in the BPA call.
-	stuffing, sealing and customs related	The vendor shall have capacity to store the order
	coordination and costs prior to	until it is picked up and is responsible for stuffing,
	transportation as specified by OFDA in the BPA call.	sealing, and customs-related activities prior to
	Dra call.	shipment as specified by OFDA in the BPA call.
I	l	

5.0 Warranties and Certifications

The contractor shall provide full manufacturers warranties and certifications, as requested during the BPA call. These may include but not limited to certification on raw materials (steel, aluminum, wood, plastic) as well as 3rd party testing certifications.

SECTION 3: TERMS AND CONDITION

3.1 EXTENT OF OBLIGATION

USAID is obligated only to the extent of authorized calls actually placed against this BPA by authorized personnel, against authorized line items and shall not be liable in any manner in the event no calls are made. There will be no minimum or maximum guaranteed quantity.

3.2 TERM OF BPA

The period of performance for this award is 5 years from date of award. This BPA may be reviewed annually before the anniversary of its effective date and revised as necessary.

3.3 OBLIGATION OF FUNDS

This BPA does not obligate any funds. The Government is obligated only to the extent that an authorized BPA Call Order was issued under the BPA by the Contracting Officer.

3.4 BPA Call ORDER LIMITATION / BPA CALL ORDER CEILING

The Ceiling Price of each BPA Call order issued under this BPA shall not exceed \$500,000.00 per BPA Call Order. The maximum shall not be exceeded unless a higher amount is established by modification to this Blanket Purchase Agreement during the base period or options periods. If at any time the contractor has reason to believe that the cost will exceed the individual order limitation, the contractor must notify the Contracting Officer.

3.5 BPA CALL ORDER

Contractor must be willing, ready, and able to complete assignments within the designated time periods, which will typically range from 15-60 calendar days.

With each BPA Call Order, Contractor shall be tasked to:

- 1. Complete assigned deliverable(s) within a specified time range, typically between 15-60 days, but not to exceed 90 days unless approved by Contracting Officer.
- 2. Upon acceptance of the order, the contractor is responsible for completing the assigned deliverable within the agreed budget.

All deliverables will be subjected to a thorough quality assurance review. Deliverables will not be considered final until accepted by USAID's Contracting Officer's Representative (COR). Reports must

bear the name of the Contractor, and must be prepared in the English language, unless otherwise specified.

During the implementation of each BPA Call Order, the Contractor is required to submit to the COR a weekly progress report of the procurement until the BPA Call Order is completed. Each progress report is to contain the BPA Call Order number, status of deliverables including quantity, date, time of delivery and whether there are any delays.

The Contractor will be paid for services rendered and related expenses associated with the BPA Call Order. The Contractors will be paid for authorized services at the **firm fixed price** deliverables.

3.6 METHOD OF PLACING CALLS / INDIVIDUALS AUTHORIZED TO PURCHASE

The Contracting Officer representing the U.S. Agency for International Development is the only user authorized to place orders under this BPA.

3.7 ORDERING/DELIVERABLES

All BPA Call Orders must be acknowledged and accepted by the Contractor within three working days, or the order will be transferred to another BPA holder. Contractor must be willing, ready, and able to begin assignments within 5 calendar days of receipt of valid order; and complete assignments within the designated time periods, unless otherwise specified in the BPA with a change to the BPA Call Order by the Contracting Officer.

<u>Order Procedures</u>: Each order will contain a description of the task, the deliverables, and an order start and completion date.

<u>Closeout Procedures</u>: To facilitate closeout of individual orders placed under this BPA, within thirty (30) days of completion of any individual order, the BPA holder shall present a final invoice to the COR and Contracting Officer that contains a complete accounting of deliverables completed, dollar amount and period of performance.

3.8 DELIVERY TICKETS:

All shipments under this agreement must be accompanied by delivery tickets or sales slips which must contain the following minimum information:

- a. Name of supplier
- b. BPA Number
- c. Date of purchase
- d. Call Number
- e. List of supplies identified by line item number.
- f. Quantity, unit price, and extension of each item, less applicable discounts.

- g. Date of delivery or shipment
- h. Person placing the call

3.9 PERFORMANCE

The following terms and conditions are applicable:

- The BPA holder shall not provide technical direction to any other BPA holder(s) or Government personnel at any time. All technical direction of the BPA holder shall be through the COR. All contract related issues shall be directed to the Contracting Officer.
- 2. The "ordering period" will be effective from the BPA award date until the such ending date of any option year, this may be exercised under the terms of this BPA. The "performance period" will terminate with the end of the base period, unless the Contracting Officer elects to exercise an option year.
- 3. Termination: This BPA may be terminated if the BPA holder fails to perform in accordance with the terms and conditions of this BPA and any BPA Call Order established under this BPA, or if deemed in the best interests of the Government. The BPA holder must strictly comply with all terms and conditions of the BPA.

3.10 INVOICES

An invoice must be submitted at least monthly or upon expiration of the BPA Call Order, whichever occurs first, for all deliveries made during a billing period. The invoice must identify the deliverables covered during the billing period, stating the total amount, and supported by receipted copies of the delivery tickets. The invoice shall be submitted to the COR and Contracting Officer for review and payment.

3.11 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in the requirements of this BPA, and notwithstanding any provisions contained elsewhere in this BPA, authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the BPA terms and conditions, including price.

3.12 REPRESENTATIVE OF THE CONTRACTING OFFICER

- 1. The COR designated for this BPA is: [To be completed at time of award], is authorized to act as an official representative of the Contracting Officer. The alternate designated for this agreement is: [To be completed at time of award] is only authorized to act in the absence of the COR.
- The COR is designated by the Contracting Officer and authorized to act within the limitations specified herein and written restrictions specifically imposed under the terms of the order and by the Contracting Officer. This authority must extend to the following: inspection, acceptance, or rejection of work.
- 3. This designation does not include authority to direct changes in scope, price, terms or conditions of this BPA. The authority herein also does not include authority to execute modifications to the BPA, which require the signature of the Contracting Officer, or to bind the Government by contract in terms of a proposed contract change.

3.13 ORDER OF PRECEDENCE

Any inconsistencies in the BPA shall be resolved by giving precedence in the following order: BPA, and Individual BPA Call Orders.

3.14 CONTRACTOR'S ADMINISTRATIVE AND LOGISTICS ARRANGEMENTS

The Contractor will be responsible for all administrative support and logistics required to fulfill the requirements of any call orders. These will include all travel arrangements, appointment scheduling, secretarial services, report preparations services, printing, and duplicating.

SECTION 4: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

4.1 Attachment #1 Contractor Performance Report

SECTION 5: INSTRUCTION TO OFFERORS

5.1 Notice Listing Solicitation Provisions Incorporated By Reference

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): http://acquisition.gov/far/index.html

NUMBER	TITLE	DATE
52.204-7	System for Award Management	OCT 2016
52.212-1	Instructions to Offerors—Commercial Items.	JAN 2017

5.2 SUBMISSION OF QUOTES:

Late proposals will not be considered.

All offerors must submit their technical and price quotes (separate technical and price quotes) on company letter head that contains the company's full name, address, telephone numbers, email addresses, and point of contact. The quote must also list the company's Tax Identification Number (TIN), Data Universal Numbering System (DUN), and Small Business Filing Status, if applicable. All offerors must be registered in the System for Award Management (SAM) upon submission.

The Section 2: Statement of Work includes the Technical Requirements for the following equipment/consumables:

- a. Water Bladder
- b. Water Distribution Kit
- c. Water Treatment Unit
- d. NaDCC with optional storage
- e. HTH with optional storage

Offerors may choose to submit offers for Water Bladders, Water Distribution Kits, and Water Treatment Units only and exclude NaDCC and HTH. Offerors are not allowed to quote for one type of water equipment only. For example, if Water Bladder is offered, Water Treatment and Water Distribution equipment must be included. Offerors may choose to submit offers for NaDCC and/or HTH only.

Responses to this solicitation must conform to the below format. Submission of a quote that does not contain all items requested below may result in elimination from consideration for award.

USAID will conduct this evaluation using a Lowest Price Technically Acceptable (LPTA) selection strategy. Each offeror will be required to submit the following for the evaluation of proposals.

Technical Proposals
Past Performance
Price Quote

Each factor must be submitted by the due date on the RFQ cover page. If an offeror's Technical Proposal meets the requirements in the Scope of Work, USAID/OFDA will evaluate the Past Performance information provided. If an offeror's Technical Proposal does not meet the requirements in the Scope of Work, the proposal will be deemed technically unacceptable and Past Performance information will be

deemed irrelevant and not considered as part of evaluations. Upon completion of the evaluation, the Price Quote of the technically acceptable offeror(s) will be reviewed.

Based upon the results of the technical evaluation, USAID/OFDA and the technically acceptable offeror will negotiate the terms and conditions of the BPA. If USAID/OFDA and the offeror(s) are unable to complete negotiations, USAID will undertake negotiations with the next highest technically acceptable rated offeror. If the offeror included items marked "Optional" in the proposal, they shall be included into the Price Quote.

USAID/OFDA requests offerors to carefully review the technical specifications, packaging, and branding to ensure that the offers match the specifications sought. Offerors are encouraged but not required to include items marked as "Optional" in the solicitation. The absence of optional items in the proposal will not be counted against the offeror.

5.3 OFFEROR SUBMISSION INSTRUCTIONS:

The technical proposal must include a lead time table as shown below. The Lead Time in Days is the number of days it will take for the offeror to produce the relevant order quantity and have it packed and ready for collection at its premises. While USAID/OFDA does not require a specific lead time, the offeror(s) with shorter lead time will be favored during the final decision process.

Number	Description	Quantity	Unit	Lead Time (days)
1	Unit Name (for example, Water Bladder)	1	Рс	
2	Unit Name (for example, Water Treatment Unit)	2 – 5,000	Рс	
3	Unit Name (for example, Water Treatment Unit)	5,001 – 10,000	Рс	
4	Unit Name (for example, Water Treatment Unit)	10,001+	Рс	

Technical proposals must include product literature, test certificates, or other documents, as necessary, to demonstrate the proposal's compliance with Section 2.0: Statement of Work.

Offerors are encouraged but not required to include items marked as "Optional" in the solicitation. In addition to water equipment/consumables, offerors are requested to indicate in their offers whether they have capacity to provide storage for consumables and shipping services. If optional items are included, the same level of detail for the required items should be provided. The absence of optional items in the proposal will not be counted against the offeror.

A full technical description of the packing methods proposed must be provided to evaluate compliance with the requirements in Section 2: Statement of Work. This must include information for the packing of individual items and the overall palletization/crating of the items. If packing methods in the offer differ from those in Section 2: Statement of Work, offerors must provide details and justify the use of different packing method. Due to the complexity of the water storage and treatment equipment,

USAID/OFDA will consider alternative packing methods if those included in the Section 2.0: Statement of Work are not possible to meet.

Technical proposals must clearly show the location(s) where goods will be produced and, if different, the location(s) where USAID/OFDA will collect the goods.

Past Performance Instructions

<u>Past Performance</u>: Past performance references must be submitted using the Form under Section 5 – Contractor Performance Report - Short Form in accordance with the following:

- 1. List in the technical submission up to three (3) of the most recent and relevant contracts for efforts similar to the Scope of Work (water storage/treatment) in this request for quotation. The most relevant indicators of performance are contracts of similar Scope of Work and how recently they were performed (within the last three years).
- 2. For each of these contracts, list the relevant information contained in the Contractor Performance Report Short Form.
- 3. For each Contractor Performance Report Short Form submitted, the offeror is encouraged to submit a reference letter from the client mentioned on the form. The reference letter must correspond to the exact client and work mentioned on the Contractor Performance Report Short Form.

NOTE: USAID recommends that offerors alert the contacts that their names have been submitted and that they are authorized to provide performance information concerning the listed contracts if and when requested by USAID.

4. If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken as required by FAR 15.305(a) (2).

NOTE: In cases where an offeror lacks relevant past performance history, or in which case information on past performance is not available, the offeror will receive a "neutral" score for past performance.

Price Quote Instructions

<u>Price Quote:</u> Offerors must include itemized quotes for commodities listed in Section 2: Statement of Work according to the following sample order quantities. Offerors should not include storage or transportation/shipping fees into the quotes, with the exception of optional storage. Offerors will be responsible for any and all storage costs while completing the BPA call. Offerors will be responsible for any stuffing, sealing and customs related coordination and costs prior to transportation.

NOTE: Offerors are not allowed to quote for one type of water equipment only. For example, if Water Bladder is offered, Water Treatment and Water Distribution must be included. NaDCC and/or HTH can be offered separately. Offerors submitting price quotes for NaDCC and/or HTH are not required to quote for Water Bladders.

1. Water Bladder:

Number	Description	Quantity	Unit	Unit Price
1	Water Bladder	1 - 5	Рс	
2	Water Bladder	6 – 10	Рс	
3	Water Bladder	11+	Pc	

2. Water Distribution Kit:

Number	Description	Quantity	Unit	Unit Price
1	Water Distribution Kit	1-5	Рс	
2	Water Distribution Kit	6 – 10	Рс	
3	Water Distribution Kit	11+	Рс	

3. Water Treatment Unit:

Number	Description	Quantity	Unit	Unit Price
1	Water Treatment Unit	1 - 5	Pc	
2	Water Treatment Unit	6 – 10	Рс	
3	Water Treatment Unit	11+	Рс	

4. NaDCC. If Optional Storage is included please provide quotes as per below with and without storage:

Number	Description	Quantity	Unit	Unit Price
1	33mg NaDCC (10,000 tablets per box)	1 – 20,000	Tablet	
2	33mg NaDCC (10,000 tablets per box)	20,001 – 2,500,000	Tablet	
3	33mg NaDCC (10,000 tablets per box)	2,500,001+	Tablet	

Number	Description	Quantity	Unit	Unit Price
1	67mg NaDCC (16,000 tablets per box)	1 – 20,000	Tablet	
2	67mg NaDCC (16,000 tablets per box)	20,001 – 2,500,000	Tablet	

3	67mg NaDCC (16,000 tablets per box)	2,500,001+	Tablet		
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Number	Description	Quantity	Unit	Unit Price
1	8.68g NaDCC (6 tubs per box)	1 – 20,000	Tablet	
2	8.68g NaDCC (6 tubs per box)	20,001 – 2,500,000	Tablet	
3	8.68g NaDCC (6 tubs per box)	2,500,001+	Tablet	

5. HTH. If Optional Storage is included please provide quotes as per below with and without storage:

Number	Description	Quantity	Unit	Unit Price
1	Granular form Calcium Hypochlorite (HTH) in 25 kg re-sealable plastic containers	1 – 250	kg	
2	33mg NaDCC (10,000 tablets per box)	251 – 5,000	kg	
3	33mg NaDCC (10,000 tablets per box)	5,001+	kg	

SECTION 6: EVALUATION FACTORS FOR AWARD

6.1 General Evaluation Instructions

This acquisition will utilize Lowest Price Technically Acceptable (LPTA) source selection procedures in accordance with FAR 15.101-2, as supplemented. This is a competitive LPTA source selection in which technical acceptability is considered the most important factor. By submission of its proposal, the offeror accepts all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. All technically acceptable offerors, with satisfactory past performance, shall be treated equally. The absence of optional items in the proposal will not be counted against the offeror. Failure to meet a requirement may result in an offer being determined technically unacceptable. Offerors must clearly identify any exception to the solicitation and conditions and provide complete accompanying rationale. The U.S. Government intends to select at least ONE contractor for award of this effort. All offerors will be evaluated on the following factors identified below:

Past Performance Technical Proposal Price Quote

Each factor must be submitted by the due date on results of the RFQ cover page. If an offeror's Technical Proposal meets the requirements in the Scope of Work, USAID/OFDA will evaluate the Past

Performance information provided. If an offeror's Technical Proposal does not meet the requirements in the Scope of Work, the proposal will be deemed technically unacceptable, in which case Past Performance information will be deemed irrelevant and not considered as part of evaluation. Upon completion of the technical evaluation, the Price Quotes of the technically acceptable offeror(s) that meet and/or exceed the specifications required in the Statement of Work and the shortest production lead time will be evaluated.

6.2 Evaluation Criteria

The evaluation will be based on the criteria set forth below.

Technical Proposal

The offeror will be evaluated based on their capacity to supply the product compliant with the Scope of Work and Lead Time (in days) stated in their proposal.

Past Performance

This criterion will be used to evaluate the quality of the offeror's past performance relevant to this Statement of Work. The requirements for past performance are listed in Section 6. USAID will review past performance information to determine the relevance or similar performance information as a predictor of probable performance under the subject requirement. USAID may give more weight to performance information that is considered more relevant and/or more current.

The contractor performance information will be evaluated in accordance with the elements below:

- 1. Quality of product or service, including consistency in meeting goals and targets;
- 2. Schedule, including the timeliness against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance);
- 3. Business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including the offeror's history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts, cooperative attitude in remedying problems, and timely completion of all administrative requirements.

NOTE: In cases where an offeror lacks relevant past performance history, or in which information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance and must receive a "neutral" score. Prior to assigning a "neutral" past performance rating, the Contracting Officer may take into account a broad range of information related to an offeror's past performance.

Price Quote

The offeror will be evaluated on the itemized quote sample that is in accordance with Section 2: Statement of Work.

Note: Rejection of Unrealistic Offers: The U.S. Government may reject any proposal that is evaluated to be unrealistic in the followings terms:

- of meeting the deliverables dates,
- and quality of the product with in contract terms and conditions,
- unrealistically high or low in cost/price when compared to U.S. Government estimates,
- unbalanced, such that the proposal is deemed to reflect an inherent lack of competence, or
- failure to comprehend the complexity and risks of the government requiring.

SECTION 7: CONTRACT CLAUSES

7.1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

The following clauses and provisions are incorporated by reference with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of these and any clauses may be accessed electronically at:

Http://acquisition.gov/far/index.html.

Provisions:

	Federal Acquisition Regulation				
Number	Title	Date			
52.209-4	First Article Approval-Government Testing	SEPT 1989			
52.212-2	Evaluation - Commercial Items	OCT 2014			
52.212-3	Offeror Representation and Certifications-Commercial	JAN 2017			
	Items				
	Alternate 1				
52.225-13	Restriction on Contracting with Entities Engaging in	JUN 2008			
	Certain Activities or Transaction Related to Iran-				
	Representation and Certification				
52.225-25	Prohibition On Engaging In Sanctioned Activities Relating	Oct 2015			
	To Iran - Certification				
52.222-50	Combating Trafficking in Persons	MAR 2015			
52.222-56	Certification Regarding Trafficking in Person Compliance	MAR 2015			
	Plan				

Clauses:

Federal Acquisition Regulation		
Number	Title	Date
52.204-13	System for Award Management Maintenance	OCT 2016

52.204-18	Commercial and Government Entity Code Maintenance	Jul 2016
52.217-8	Option to Extend Services	NOV 1999
52.203-3	Gratuities	APR 1984
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-17	Contractor Employee Whistleblower Rights and	APR 2014
	Requirement to Inform Employees of Whistleblower	
	Rights	
52.212-4	Contract Terms and Conditions-Commercial items	JAN 2017
	Alternate 1	
52.223-18	Encouraging Contractor Policies to Ban Text Messaging	AUG 2011
	While Driving	
52.232-23	Assignment Of Claims	MAY 2014
52.233-4	Applicable Law For Breach Of Contract Claim	OCT 2004
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.232-40	Provide Accelerated Payment to Small Business	DEC 2013

AIDAR				
Number	Title	Date		
752.202-1	Definition	JAN 1990		
752.211-70	Language And Measurement	JUN 1992		
752.7003	Documentation for payment	NOV 1998		
752.7006	Notices	APRIL 1984		
752.7025	Approvals	APR 1984		

Full Text Federal Acquisition Regulations (FAR) Clauses and Provisions

7.2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items

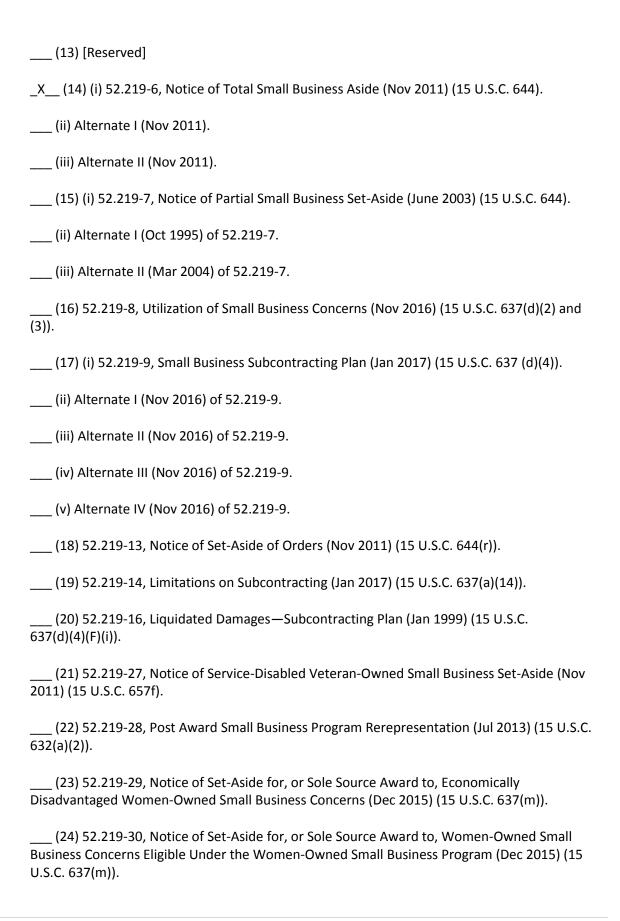
Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jan 2017)

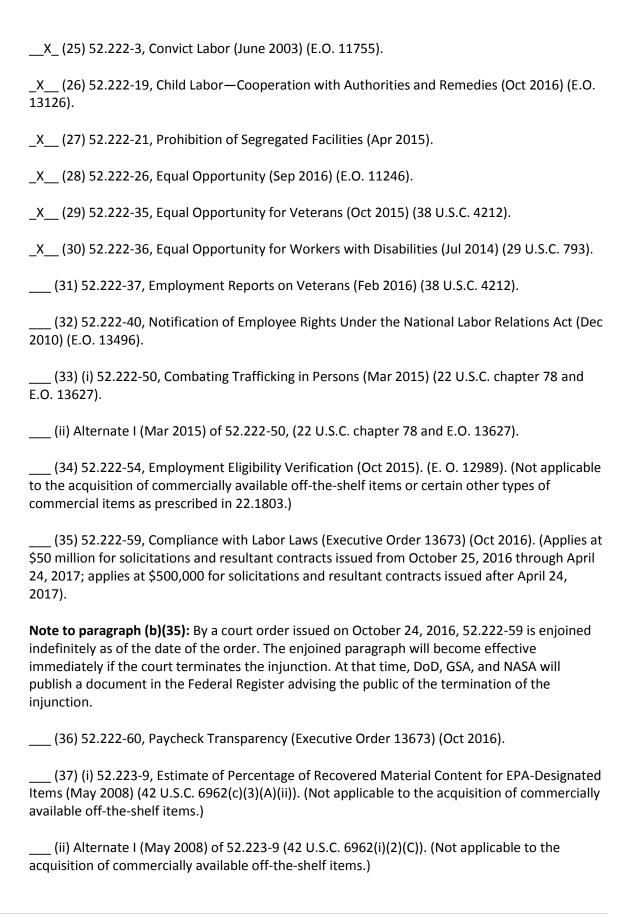
- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 7 43 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
 - (2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
 - (3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

- (4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
X_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
_X (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
(4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).
(5) [Reserved]
(6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
_X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).
(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Ju 2013) (41 U.S.C. 2313).
(10) [Reserved]
(11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
(ii) Alternate I (Nov 2011) of 52.219-3.
(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
(ii) Alternate I (Jan 2011) of 52.219-4.





(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).
(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
(40) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514
(ii) Alternate I (Oct 2015) of 52.223-13.
(41) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
(ii) Alternate I (Jun 2014) of 52.223-14.
(42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
(43) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
(ii) Alternate I (Jun 2014) of 52.223-16.
_X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
(45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
(46) 52.223-21, Foams (Jun 2016) (E.O. 13696).
(47) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
(ii) Alternate I (Jan 2017) of 52.224-3.
(48) 52.225-1, Buy AmericanSupplies (May 2014) (41 U.S.C. chapter 83).
(49) (i) 52.225-3, Buy AmericanFree Trade AgreementsIsraeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
(ii) Alternate I (May 2014) of 52.225-3.
(iii) Alternate II (May 2014) of 52.225-3.
(iv) Alternate III (May 2014) of 52.225-3.

(50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
_X (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
(55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
_X (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
_X (57) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
(58) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
(59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
(60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
(61) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).
(62) (i) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
(ii) Alternate I (Apr 2003) of 52.247-64.
(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]
(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)
(2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

- (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). __ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67). (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67). (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67). (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658). (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706). (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42) U.S.C. 1792). (11) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). (12) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).
- (d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.
 - (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
 - (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
 - (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
 - (iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
 - (v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
 - (vi) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
 - (vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
 - (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
 - (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
 - (x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

- (xii) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
 - (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).
- (xix) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xx) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
 - (B) Alternate I (Jan 2017) of 52.224-3.
- (xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

Alternate I (Feb 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

Alternate II (JAN 2017). As prescribed in $\underline{12.301}$ (b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)

- (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—
 - (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
 - (ii) Interview any officer or employee regarding such transactions.

(e)

- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—
 - (i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and
 - (ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
 - (A) 52.203–13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
 - (B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).
 - (C) 52.219–8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business

concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (D) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (E) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (F) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (G) 52.222–36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (H) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (I) 52.222–41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (J) ____ (1) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (K) 52.222–51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (L) 52.222–53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).
- (M) 52.222–54, Employment Eligibility Verification (Oct 2015) (Executive Order 12989).
- (N) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (O) 52.222-59, Compliance with Labor Laws (Executive Order 13673), (Oct 2016).

Note to paragraph (e)(1)(ii)(O): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(P) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

- (Q) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (R) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (S) (1) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552).
- (2) Alternate I (Jan 2017) of 52.224-3
- (T) 52.226–6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226–6.
- (T) 52.247–64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247–64.

(End of Clause)

7.3 752.7036 USAID IMPLEMENTING PARTNER NOTIFICATION (IPN) PORTAL FOR ACQUISITION (JULY 2014)

a) Definitions

"USAID Implementing Partner Notices (IPN) Portal for Acquisition ("IPN Portal")" means the single point where USAID posts universal bilateral modifications, which can be accessed electronically by registered USAID contractors. The IPN Portal is located at https://sites.google.com/site/ipnforacquisitions/.

"IPN Portal Administrator" means the USAID official designated by the M/OAA Director, who has overall responsibility for managing the USAID Implementing Partner Notices Portal for Acquisition.

"Universal bilateral modification" means modifications such as those that update or incorporate new FAR or AIDAR clauses, other terms and conditions, or special requirements that affect all awards or a class of awards as specified in the Agency notification of such terms and conditions or special requirements.

b) By submission of an offer and execution of a contract, the Offeror/Contractor

acknowledges the requirement to:

- (1) Register with the IPN Portal if awarded a contract resulting from this solicitation, and
- (2) Receive universal bilateral modifications to this contract and general notices via the IPN Portal.
- c) Procedure to register for notifications.

Go to: https://sites.google.com/site/usaidipnforacquisitions/ and click the "Register" button at the top of the page. Contractor representatives must use their official organization email address when subscribing, not personal email addresses.

d) Processing of IPN Portal Modifications

The contractor may access the IPN Portal at any time to review all IPN Portal modifications; however, the system will also notify the contractor by email when the USAID IPN Portal Administrator posts a universal bilateral modification for contractor review and signature. Proposed IPN Portal modifications distributed via the IPN Portal are applicable to all awards, unless otherwise noted in the proposed modification.

Within 15 calendar days from receipt of the notification email from the IPN Portal, the contractor must do one of the following:

- (1) (a) verify applicability of the proposed modification for their award(s) per the instructions provided with each modification; (b) download the modification and incorporate the following information on the SF30 form: contract number, organization name, and organization mailing address as it appears in the basic award; (c) sign the hardcopy version; and (d) send the signed modification (by email or hardcopy) to the CO for signature. The contractor must not incorporate any other changes to the IPN Portal modification. Bilateral modifications provided through the IPN Portal are not effective until the both the contractor and the CO sign the modification;
- (2) Notify the Contracting Officer in writing if the modification requires negotiation of additional changes to terms and conditions of the contract; or
- (3) Notify the Contracting Officer that the contractor declines to sign the modification.

Within 30 calendar days of receipt of a signed modification from the contractor, the CO must provide the fully executed modification to the contractor or initiate discussions with the contractor.

7.4 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)

- (a) The contractor shall prepare and submit progress reports as specified in the contract schedule. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with (48 CFR) FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the contractor's performance.
- (b) During any delay in furnishing a progress report required under this contract, the contracting officer may withhold from payment an amount not to exceed US\$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the contractor submits the report or the contracting officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

(End of RFQ)